

ADVANTAGE TARIFF PUBLISHERS, AGENT for



DART TRANSIT COMPANY
MC-114457
&
PARTICIPATING CARRIERS LISTED HEREIN

FREIGHT TARIFF ATF 138-C

Naming Local Rates on Commodities (as described herein) for the Account of Rules between points in the United States (except AK & HI), and the United States and Canada or Mexico

Applicable to Interstate, Intrastate or Foreign Commerce

This Tariff is maintained at the physical address below and copies are available by contacting any of the Participating Carriers at the address below. This Tariff is not filed with any government agency.

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CARRIERS PARTICIPATING HEREIN:

NAME OF CARRIERS	SCAC	LOCATION	CERT. NO- MC-
Dart Transit Company	DART, DARD, DDGP, DARN, DWMR, DNGV	Eagan, Minnesota	114457
Dart X, Inc. d/b/a Dart Express	DNGS, FMOE	Eagan, Minnesota	0422-C
Dart Intermodal, Inc. (an intermodal marketing company)	DRIM, DRTU	Eagan, Minnesota	
Fleetline, Inc.		Lancaster, Texas	171130
Mainstream Transportation, Inc.	MSTG	Eagan, Minnesota	201629

Item	TARIFF PROVISIONS
1	<p align="center">GOVERNING PUBLICATIONS</p> <p>This tariff is governed, except as otherwise provided herein, by the following described tariffs/publications and by supplements or loose-leaf page amendments thereto or successive reissues thereof: (a) ATA Hazardous Tariff ATA 111-L, MTRC 23; (b) Rand McNally-TDM, Inc.'s Standard Highway Mileage Guide, 2008 edition; (c) U.S. Postal Service's National Five Digit ZIP code and Post Office Directory.</p>
10	<p align="center">SCOPE OF SERVICE – INTERSTATE & FOREIGN</p> <p>The participating carriers will provide service as for-hire carriers (except as otherwise noted above as an intermodal marketing company) transporting freight all kinds except household goods and hazardous waste for disposal between points in the United States (except Alaska and Hawaii) and between points in the United States and points in Canada or Mexico. Participating carriers utilize third party services for any transportation in Mexico. Participating Carriers do not operate power units in Mexico. Any intermodal marketing companies listed above utilize rail carriers to perform intermodal movements and as such the intermodal marketing company's terms and conditions of service are as described in this tariff. Use of the word "carrier" does not change their status to anything other than an intermodal marketing company and is done so only as a matter of writing convenience.</p>
12	<p align="center">SCOPE OF SERVICE – INTRASTATE</p> <p>Rates and provisions in Schedules making reference hereto are limited in their application to intrastate traffic in all States in which Carrier provides intrastate service, and upon request Carrier will disclose its intrastate authorities.</p>
14	<p align="center">SCOPE OF SERVICE – EXCLUDED CARGO</p> <p>In addition to household goods and hazardous waste for disposal, the below listed goods/products are specifically excluded from Carriers' scope of service and Shipper agrees not tender the same. Should Shipper tender any excluded goods/products to Carrier, Shipper agrees to release, indemnify and hold Carrier harmless from and against any and all claims, damage to people including injury or death, damage to property including loss or damage to property, costs, expenses, settlements, and judgments arising out of Carrier's transportation of excluded items.</p> <p>The following goods/product are specifically excluded: jewelry; precious metals; coins; currency; live animals; lottery tickets; and other goods/products described as excluded in this Tariff.</p>
100	<p align="center">DEFINITIONS OF TERMS</p> <p>The general definitions as shown in items 101 to 150 apply when these terms are used in the tariffs or schedules of Carrier unless otherwise specifically noted.</p>
111	<p align="center">FREE TIME PERIOD</p> <p>Interstate or Intrastate "Free Time Period" - Carrier's rates provide at no charge one (1) hour for loading of shipment by Shipper and one (1) hour for unloading of shipment by Consignee.</p>
112	<p align="center">LOADING AND UNLOADING</p> <p>"Loading" - Includes (1) furnishing the Bill of Lading, forwarding directions or other documents necessary for delivery to consignee, (2) placing and securing the freight on the trailer, and (3) notifying Carrier that the equipment is loaded, secure and ready for shipment.</p> <p>"Unloading" - Includes (1) surrendering the Bill of Lading to Consignee on shipments billed "To Order", (2) payment of lawful charges to Carrier when required prior to delivery of shipment, (3) removing freight from equipment (or tailgating), (4) notifying Carrier that equipment is unloaded and ready for pick-up, and (5) signing the delivery receipt.</p>

113	<p style="text-align: center;">LOADED MILES</p> <p>“Loaded Miles” - The miles traveled by the vehicle under Bill of Lading when performing transportation service from point of origin to final destination via any stop-off point(s).</p>
114	<p style="text-align: center;">PREMISES</p> <p>“Premises” - The entire property at the physical point of pickup and/or delivery of the freight to the Shipper, Consignee, or other designated points.</p>
115	<p style="text-align: center;">SHIPMENT</p> <p>“Shipment” - A quantity of freight received from one Shipper, at one point of origin at one time for delivery to one Consignee at one destination and covered by one Bill of Lading or written shipping order, for transportation in one vehicle, unless otherwise provided.</p>
116	<p style="text-align: center;">SITE</p> <p>“Site” - A specific location at or on the premises of Shipper, Consignee, or other designated party.</p>
117	<p style="text-align: center;">SPOTTING</p> <p>“Spotting” - The placing of equipment at a site designated by Shipper, Consignee or other designated party, detaching the equipment, and leaving the equipment in full possession of Shipper, Consignee, or other designated party unattended by Carrier's agent and unaccompanied by power unit. Shipper, Consignee, or other designated party when authorized by Carrier, may move the spotted equipment with its own power units, at its own expense and risk, for the purpose of loading or unloading. Shipper or Consignee shall be responsible for any loss or damage to any equipment caused by Shipper's or Consignee's use of the equipment, negligence or willful misconduct.</p>
118	<p style="text-align: center;">TAILGATING</p> <p>“Tailgating” – Carrier’s or its agent’s assistance in unloading vehicles by moving freight to the rear of the Carrier's equipment for unloading by Receiver of the freight.</p>
119	<p style="text-align: center;">VEHICLE</p> <p>“Vehicle” - Tractor-trailer combination or tractor-container with chassis combination used for the transportation of property.</p>
120	<p style="text-align: center;">EQUIPMENT</p> <p>“Equipment” - Trailer or container with chassis</p>
121	<p style="text-align: center;">FUEL SURCHARGE</p> <p>All miles may be subject to fuel surcharge fees according to the applicable fuel surcharge schedule.</p>
122	<p style="text-align: center;">TOFC</p> <p>“TOFC” – Movement of goods via a trailer on flat car.</p>
123	<p style="text-align: center;">COFC</p> <p>“COFC” – Movement of goods via container on flat car.</p>
124	<p style="text-align: center;">DELAY</p> <p>“Delay” – Arrival more than one (1) hour after scheduled time for pickup or delivery without giving at least four (4) hours advanced notice of a pending delay.</p>
155	<p style="text-align: center;">APPLICATION OF GOVERNING MILEAGE GUIDE</p> <p>Except as otherwise provided herein and in Item 901, distances shall be computed according to mileage guides referred to in Item 1(b) subject to paragraphs (a), (b), (c), and (d) hereof.</p> <p>(a) Where the shipper or consignee request transportation of the shipment over a particular route longer than the shortest truck route, the mileage over the longer specified route will be used in determining charges.</p> <p>(b) If operation over the shortest or specified route is not feasible because of operating hazards, load limitation of the highways, bridges, underpasses, other highway limitations, or legal restrictions, the mileage computed over the route over which the vehicle transporting the shipment did move will be used in determining the charges.</p> <p>(c) When shipments move under special permits as required by or obtained from a municipal or state regulatory body or commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used in determining the charges will be the mileage via the route specified in the special permit.</p> <p>(d) Where mileages or distances are published in rate tariffs or schedules governed by this tariff, but do not specifically state that they are exceptions to the governing mileages guide, such mileage or distances are for reference only and shall not be used in computing freight charges.</p>
165	<p style="text-align: center;">GOVERNING RATES AND CHARGES</p> <p>Carrier’s effective rates and charges for transportation and accessorial services are available upon request by</p>

	<p>contacting Carrier's pricing department. Rates and service quotations by our employees will be based upon information provided to Carrier and the terms and conditions of this Tariff, but final rates and service may vary based upon the shipment actually tendered and the application of the terms and conditions contained herein. Unless otherwise agreed to or provided herein, all Rates will be calculated on a per mile basis. Rates and charges shall take the following order of precedence: (a) rates and charges specified by signed written agreement; (b) rates and charges specified in any rate confirmation sheet; (c) rates and charges quoted by any pricing analyst of Carrier; (d) rates and charges in Carrier's current rate schedule; and (e) rates and charges as specified in this Tariff.</p>
175	<p style="text-align: center;">STANDARD RATES</p> <p>Section 1. Carrier's Standard Per Mile Linehaul Rate shall be as provided in Item 165. Carrier's Standard Linehaul Rate shall increase in Shipper's discretion in accordance with Item 576 and Sections 2, 3 or 4 herein:</p> <p>Section 2. Increased Liability Coverage - Standard Per Mile Linehaul Rate plus an additional twenty five (USA) cents per mile for every additional ten thousand (USA) dollars of loss or damage coverage desired.</p> <p>Section 3. New or Used Equipment and Machinery - Standard Per Mile Linehaul Rate plus an additional twenty five (USA) cents per mile for every additional ten thousand (USA) dollars of loss or damage coverage desired.</p> <p>Section 4. Liability for Delay - Standard Per Mile Linehaul Rate plus an additional fifty (USA) cents per mile for every additional five thousand (USA) dollars of delay coverage desired.</p>
220	<p style="text-align: center;">GOVERNING PUBLICATIONS OR REGULATIONS</p> <p>All rates, terms, and conditions of the transportation service are subject to and governed by this Tariff unless a written agreement, separate from any Bill of Lading, is signed by an authorized representative of the carrier and shipper. An authorized representative of the carrier is a vice president or higher.</p>
221	<p style="text-align: center;">MILEAGE GUIDE</p> <p>The Rand McNally-TDM, Inc's MileMaker PC for the Windows Environment System, mileage and routes embracing the rules and maps appearing in Rand McNally & Company's Standard Highway Mileage Guide, 2008 edition and such supplementary rules as are incorporated into the System (or subsequent reissues).</p>
300	<p style="text-align: center;">BILLS OF LADING – GENERAL</p> <p>(a) Unless otherwise provided, property transported subject to the provisions of this classification, is subject to the Contract Terms and Conditions as set forth in Item 310.</p> <p>(b) A shipment will not be accepted if tendered on an "Order" Bill of Lading.</p>
310	<p style="text-align: center;">CONTRACT TERMS AND CONDITIONS</p> <p>Section 1(a) The Carrier shall not be liable for loss or damage to goods caused by an act of God, an act of public enemy, an act of authority of law, or an act or default of the Shipper or Owner, or because of the inherent vice or nature of the goods. (b) When Carrier is free from negligence, the Carrier shall not be liable for loss or damage, or expense while holding property in transit upon request of a proper party; or caused by highway problems or capacity (including bridges or ferry) of any highway incurred as a result of quarantine laws or regulations. (c) Carrier's liability for loss or damage of any shipment shall be measured in accordance with Item 576 hereof. (d) In no event shall Carrier be liable for any type of consequential, special, or indirect damages including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</p> <p>Section 2 (a) Carrier shall only be bound to transport goods with reasonable dispatch unless Shipper pays the rates applicable for expedited shipments as referenced in Item 576 hereof. Carrier does not provide expedited services and is therefore not liable for delay. If shipper wishes to elect liability coverage for delay, Shipper must pay the increased rate as set forth in Item 175, Section 4. In the event Shipper pays such increased amount, Carrier shall be liable for delay to the same extent as a motor common carrier under 49 U.S.C. Section 14706 for actual loss as a direct result of the delay. (b) Claims must be filed by the owner of the goods with the Carrier within nine (9) months after delivery or after a reasonable time for delivery has elapsed. A civil action must be filed within two (2) years and one day after the declination of a claim and the Carrier shall have the benefit of insurance on the property to the extent it would not void such insurance. (c) Alteration of the bill of lading without the knowledge or consent of Carrier shall be null and void.</p> <p>Section 3 (a) Unless Carrier requires prepayment or guarantee of freight charges at time of shipment, Consignor or Consignee shall be responsible for freight charges on goods actually shipped unless the latter stipulates by signature to the contrary on the freight bill and Carrier shall have a lien on the property until such charges are paid. On diverted shipments, Consignee shall be responsible for full freight charges unless Carrier agrees in writing otherwise.</p> <p>Section 4 (a) To the extent any shipments enter into or leave from Mexico, the Carrier shall not be responsible for any loss or damage to any shipments, or liability of any kind for injury to persons or damage to property, occurring in</p>

	or caused by transportation or other services provided in Mexico. Mexican laws will apply to the Mexican portion of any shipment, and all rights, duties, obligations, and standards of liability found under 49 U.S.C. Section 14706 et seq. (otherwise known as the Carmack Amendment) for any such movements or portions thereof are expressly waived.
320	<p style="text-align: center;">BILLS OF LADING – PREPARATION</p> <p>Unless otherwise provided: (a) The name and address of only one shipper and one consignee and only one destination shall appear on a Shipping Order or Bill of Lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county or five (5) digit zip code must be shown. (b) All commodities being transported should be accurately described and the number of articles, packages, or pieces and weight specified. (c) Any special notation required by law or because of the nature of the commodities shall be on the bill of lading and the shipping equipment.</p>
330	<p style="text-align: center;">REVISION AND CANCELLATION TO PUBLICATION</p> <p>Any changes, amendments, revisions, or cancellations of any part or the whole of this Tariff will be dated and published on the Carrier's website.</p>
407	<p style="text-align: center;">CLAIMS (LOSS, DAMAGE AND OVERCHARGE)</p> <p>Except as otherwise provided for in Item 550, Carrier adopts the regulations for (a) the investigation and voluntary disposition of loss and damage claims and processing salvage set forth at 49 C.F.R Part 370 and (b) the processing, investigation and disposition of overcharge, duplicate payment or overcollection claims set forth at 49 C.F.R. Part 378. All civil or administrative actions for the recovery of overcharges or undercharges shall be governed by 49 U.S.C. Section 14705, whether Common or Contract Carriage or transportation for the United States Government is involved.</p>
408	<p style="text-align: center;">CONCEALED DAMAGE CLAIMS</p> <p>A claim involving loss or damage to a shipment on which carrier holds a clear record of handling shall be declined unless (a) Carrier is requested to make an inspection within 5 days after delivery to consignee and afforded opportunity to do so within seven (7) days after notice; (b) the property has not been moved from point of delivery to another point prior to discovery and/or reporting of loss or damage; (c) the damaged property, packaging and containers have been retained for inspection; and (d) property moved to consignor in a container or package was opened and inspected before tendered to Carrier.</p>
430	<p style="text-align: center;">COLLECT ON DELIVERY SHIPMENTS (C.O.D.)</p> <p>Shipments may be consigned C.O.D. Carrier may accept such shipments if the following conditions are met: The Carrier's Pricing Department must be notified in writing by the Shipper, either through U.S. Mail or via fax transmission or email, that a load is going to be tendered on a C.O.D. basis. The Carrier's Pricing Department must verify in writing through U.S. Mail or fax transmission or email that Carrier is accepting the load. The C.O.D. fee is the obligation of the Consignee, unless otherwise arranged by the Shipper. ACCEPTABLE REMITTANCE: Certified check, bank cashier's check, or money order. EXCEPTION: A personal check of consignee is acceptable only when authorized in writing by the Shipper, and shall be in Carrier's possession prior to the movement (unloading). The C.O.D. remittance must be made payable to Shipper. TIME PERIOD FOR REMITTANCE: Collection will be forwarded to Shipper or its designated payee within ten (10) days after delivery.</p> <p>If the C.O.D. shipment moved in interline service, the delivering carrier shall, at the time of remittance of the C.O.D. collection, notify the originating Carrier of such remittance. Carrier's responsibility is limited to the exercise of due care and diligence in forwarding the collections to Shipper or designated payee. LABELING C.O.D. DOCUMENTS: The name and street post office address of Shipper and Consignee must be shown on Bill of Lading and Shipping Order. The letters "C.O.D." must be stamped on such Bills of Lading and Shipping Orders immediately before name of Consignee. The following information must also be shown on such documents: Collect on Delivery \$___; and remit to: ___; City: ___; State: ___; C.O.D. Charge of \$___; To be paid by Shipper ___, or Consignee ___; Acceptable forms of payment: Bank cashier's check, certified check, money order. NO RIGHTS TO EXAMINATION: C.O.D. shipments will not be accepted with the privilege of examination or trial, or bearing instructions to collect charges from another firm or person.</p> <p style="text-align: center;">Charges: 15.00 Dollars per 1000 Dollars Min. Charge: 125 Dollars</p>
435	<p style="text-align: center;">COLLECTION OF CHARGES</p> <p>Any restrictive or conditional endorsement on an instrument tendered in payment of freight charges shall be of no legal effect unless the instrument is mailed to P.O. Box 64110, St. Paul, MN 55164-0110 and endorsed by the handwritten signature of an officer of the Carrier.</p>

	Any civil action filed in a court to recover freight charges shall be filed within 18 months after delivery or tender of delivery.
450	<p style="text-align: center;">CONGESTION CHARGE – NYC INBOUND</p> <p>A charge will be added on shipments with destination(s) in the New York City area. New York City area will be defined inclusive of zip codes 100-104, 107-108 and 110-119.</p> <p>Charges: 250.00 Dollars per Load</p>
451	<p style="text-align: center;">CONGESTION CHARGE – NYC OUTBOUND</p> <p>A charge will be added on shipments originating or picking-up in the New York City area. New York City area will be defined inclusive of zip codes 100-104, 107-108 and 110-119.</p> <p>Charges: 100.00 Dollars per LOAD</p>
500	<p style="text-align: center;">EQUIPMENT DETENTION AND STORAGE AT RAIL FACILITY – INTERMODAL ONLY</p> <p>Free time is day of notification, plus one (1) day. Charges will be assessed on any portion of a calendar day thereafter. When free time expires, the rail storage charge is one hundred fifty (USA) Dollars per day.</p> <p>Charges: 150.00 Dollars per DAY</p>
501	<p style="text-align: center;">DETENTION (EQUIPMENT UNITS ONLY) – TRUCKLOAD ONLY</p> <p>When shipper or consignee requests equipment be spotted at a location designated by shipper or consignee for normal loading or unloading purposes, there will be two (2) free days. The day on which the equipment is placed will be defined as day one (1) and the day immediately following will be defined as day two (2). The computation of time includes Saturdays, Sundays and holidays.</p> <p>Charges: 50.00 Dollars per DAY</p>
502	<p style="text-align: center;">DETENTION (EQUIPMENT UNITS ONLY) – INTERMODAL ONLY</p> <p>For any equipment being stored or detained at Shipper, Consignee, or any facility other than a Rail Facility, there will be two free days. Day one (1) will be determined to be the day of placement. Day two (2) will be a free day as well.</p> <p>If the equipment is detained by Shipper or Consignee beyond the two (2) free day period, detention will be charged. The computation of time includes Saturdays, Sundays and holidays. After the 8th day, the charge will be increased to eighty five (USA) Dollars per day. There will be no maximum on the number of days charged.</p> <p>Charges: 50.00 Dollars per DAY (DAYS 3 – 8) 85.00 Dollars per DAY (DAYS 9 +)</p>
504	<p style="text-align: center;">DETENTION (TRACTOR AND EQUIPMENT COMBINED – LOADING AND UNLOADING)</p> <p>Tractor and Equipment detention occurs at a shipper or consignee when the tractor and equipment are detained more than one (1) hour past the appointment time or time of arrival during business hours, whichever is later.</p> <p>There is no detention charge for the first (1) hour. Any detention in excess of one (1) hour will be charged as indicated. The computation of time includes Saturdays, Sundays, and holidays.</p> <p>Charges: 60.00 Dollars per HOUR Max Charge: 600.00 Dollars per DAY</p>
515	<p style="text-align: center;">DOCUMENTS, SPECIES AND EXTRAORDINARY ITEMS</p> <p>Documents, species, and extraordinary value items will not be carried nor will Carrier be liable unless by special arrangement in writing by a Vice President or higher of Carrier and Bill of Lading notice at the time of load tender.</p>
545	<p style="text-align: center;">HAZARDOUS MATERIALS</p> <p>Carrier hereby adopts the regulations for the transportation and handling of materials considered dangerous and/or hazardous as set forth at 49 CFR 171, 172, 177, and 397. Carrier is not authorized and will not accept shipments</p>

	<p>of materials designated by the D.O.T. as "Class 1.1 through 1.4 explosives".</p> <p><u>PERMIT RESPONSIBILITY.</u> If Carrier is asked to haul materials considered hazardous by the D.O.T., Shipper is responsible for securing and paying for all permits and fees required by federal, state, or local authorities to haul such materials before Carrier loads and moves such materials. Carrier will provide its Federal I.D. number at time of shipment and Shipper will indicate this number on all shipping documents, permits, placards, etc. as required by law. Shipper will provide all necessary documents, placards, permits, etc. to Carrier's driver at time of load departure to make certain the transportation of the shipment is completely legal.</p> <p><u>EQUIPMENT CLEANUP.</u> On any materials hauled by Carrier considered hazardous by the D.O.T. there will be an additional charge per load to cover all actual costs incurred to clean such equipment that hauled the hazardous material. This charge will be in addition to all other transportation charges and will be added to Carrier's freight bill and indicated as clean-up charges.</p>
547	<p style="text-align: center;">HAZARDOUS MATERIAL LOADS – HANDLING CHARGE</p> <p>When Carrier is tendered Hazardous Materials shipments (mixed or straight Haz-Mat bill-of-lading) requiring placards and special safety handling as required by D.O.T., Carrier will assess the entity responsible for freight charges, a minimum handling charge.</p> <p>If the Carrier is required to traverse a special route(s) as required by local or state authority, the additional out-of-route miles created will be subject to the following application and charges set forth in Item 901.</p> <p>Charges: 250.00 Dollars per LOAD</p>
550	<p style="text-align: center;">EXPORT, IMPORT, INTERCOASTAL OR FOREIGN COMMERCE</p> <p>The provisions of this Tariff shall be applicable to the extent any loss or damage to a shipment occurs while in Carrier's possession. In the event Carrier's movement of freight is part of a movement in foreign commerce or a movement involving more than one mode of transport, and in the event the freight moves pursuant to a through bill of lading, Carrier shall be entitled to every defense, limitation, immunity and exemption from liability applicable to any other party to the bill of lading. In no event shall Carrier be liable for any loss or damage to a shipment occurring outside of the U.S. or Canada.</p>
555	<p style="text-align: center;">IN BOND SHIPMENTS</p> <p>Any shipment tendered to Carrier for movement under Carrier's custom bond and custom seals shall be assessed a one hundred fifty (USA) dollar special handling charge.</p> <p>Charges: 150.00 Dollars per LOAD</p>
560	<p style="text-align: center;">INDEMNIFICATION</p> <p>Carrier and Shipper, shall indemnify, defend and hold the other party harmless from and against all losses, damages, liabilities, fines, actions and claims for injury to persons and damage to property (excluding cargo which shall be governed exclusively by Item 310) brought by third parties to the extent caused by their negligence in connection with their performance herein.</p>
576	<p style="text-align: center;">LIMITATION OF LIABILITY FOR LOSS, DAMAGE AND DELAY</p> <p>Carrier's liability for any loss of or damage to all or any part of a shipment will be limited to a maximum value of \$100,000 per occurrence. If Shipper wishes to elect a higher liability limitation, Shipper must pay the increased rate set forth in Item 175, Section 2.</p> <p>Notwithstanding the foregoing, any loss or damage to new or used equipment or machinery shall be based on the equipment or machinery's depreciated value and shall be limited to a maximum of \$25,000 per occurrence or \$0.50 per pound whichever is less, unless Shipper pays the increased rate as set forth in Item 175, Sections 3.</p> <p>Carrier does not provide expedited services and is therefore not liable for delay. If Shipper wishes to elect liability coverage for delay, Shipper must pay the increased rate set forth in Item 175, Section 4.</p> <p>Notwithstanding anything to the contrary herein, in no event shall Carrier be required to perform, or be responsible for any damages for failure to perform, any services in violation of any laws or under what Carrier deems to be unsafe conditions.</p>
577	<p style="text-align: center;">T.O.F.C. EXEMPT MOVEMENTS</p> <p>Any Shipper request for T.O.F.C. service shall be subject to the liability for loss and damage, including lading claims and filing procedures prescribed in the rail carrier's circular and/or intermodal rules and policies which shall be</p>

	available upon request, unless Shipper requests in writing that the movement be made pursuant to the terms of 49 U.S.C. Section 11706 and agrees to any special rates assessed by the rail carrier.
579	<p style="text-align: center;">LOADING EQUIPMENT</p> <p>At the request of Shipper, Carrier will load the equipment at an additional charge (plus detention).</p> <p>Charges: 150.00 Dollars per LOAD</p>
580	<p style="text-align: center;">UNLOADING EQUIPMENT</p> <p>At the request of Consignee, Carrier will unload the equipment at an additional charge (plus detention).</p> <p>Charges: 150.00 Dollars per LOAD</p>
582	<p style="text-align: center;">DRIVER TAILGATE</p> <p>If requested by Shipper/Consignee, Carrier or its agent will tailgate (move) product to the rear of equipment as required during the unloading process. This item will not apply to those occurrences where the product is required to be placed on receiving dock (see Item 580 for applicable charge).</p> <p>Charges: 150.00 Dollars per LOAD</p>
590	<p style="text-align: center;">DRIVER COUNT</p> <p>Carrier's rates and loading/unloading charges DO NOT include driver count of the freight. Driver will be present to count freight subject to an additional "Driver Count" charge. The charges will be assessed against the party requesting the driver count unless instructed by the customer otherwise. The charges will be based on actual costs incurred and will be in addition to all other detention charges. Detention would also apply after one (1) hour free time. The drivers count will be on a pallet basis or a "said to contain" basis. Carrier shall not be responsible for any count if Carrier is not given full access to the entire loading and unloading process.</p> <p>Charges: 45.00 Dollars per HOUR Min. Charge: 60 Dollars</p>
610	<p style="text-align: center;">MINIMUM CHARGE</p> <p>The minimum charge for a single shipment from one Consignor to one Consignee on one Bill of Lading shall be as noted below (unless otherwise specifically indicated).</p> <p style="text-align: center;">Min. Charge: 500 Dollars per LOAD</p>
680	<p style="text-align: center;">PACKING, PACKAGING, BLOCKING AND BRACING LOADS</p> <p>Shipper, at its expense, shall properly pack, package, block and brace all freight to withstand the full rigors of transportation whether by TOFC/COFC and/or motor carriage. If Shipper declines to brace and block freight, the Carrier may elect to do so (but is not obligated to) and charge Shipper an additional fee.</p>
720	<p style="text-align: center;">PAYMENT OF CHARGES</p> <p>Except as otherwise provided below, Carrier will not deliver or relinquish possession of any property transported until all freight charges have been paid in full, in cash, money order, certified check or ACH.</p> <p>Carrier may extend credit to Customer for payment of freight charges; however, such charges must be paid within Carrier's standard credit period. The Standard Credit Period is the period, within the number of calendar days shown below, of presentation of freight bill by Carrier. If freight charges are not paid within the Standard Credit Period, the obligation becomes delinquent and subject to interest at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is less, until the amount due is paid in full.</p> <p>All charges incurred are payable in lawful money of the United States.</p> <p>Time: 30 DAYS</p>
750	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICE</p> <p>Rates named herein include one pick-up and one delivery of each shipment during normal business hours at all</p>

	<p>points directly accessible to Carrier's vehicles.</p> <p>Pick up and delivery service does not include loading of truckload shipments into Carrier's vehicle nor the unloading of truckload shipments from Carrier's vehicle.</p>
765	<p style="text-align: center;">APPLICATION OF FREIGHT TARIFF (PRECEDENCE)</p> <p>Rates and rules set forth in this Schedule, except as otherwise specifically provided, shall take precedence over any rules and rates published in any other schedule. The most specific rate within this schedule shall take precedence over any other rate in this Schedule.</p> <p>A special rate level negotiated for a specific shipment may be issued by an authorized Marketing or Pricing Representative of the Carrier and shall be immediately confirmed in writing and shall be the determining document. Any notations on the written confirmation by Shipper will be interpreted as a notation made for a private benefit and information of a party other than that Carrier and not part of the offer or acceptance. The Rules under which the movement will be made may be incorporated in any special price quotation by reference.</p>
766	<p style="text-align: center;">APPLICATION OF RULES (PRECEDENCE)</p> <p>Rules published in this Tariff shall apply regardless of rules published in other tariffs by participating carriers unless specific exceptions are taken in such other tariffs or in this Tariff. To the extent any contract or agreement between Carrier and Shipper are less specific than the terms and conditions of this tariff, or if the agreement is silent on a provision contained in this tariff, this tariff's term and condition shall apply.</p>
820	<p style="text-align: center;">RECONSIGNMENT OR DIVERSION</p> <p>Reconsignment or diversion of a shipment occurs due to (a) change in name of Consignee; or (b) change in address of Consignee. Carrier will attempt to deliver the diverted or reconsigned shipment. The Shipper or Consignee will furnish in writing the name of the party who requested and authorized the diversion or reconsignment. The party requesting diversion or reconsignment shall assume all expenses incurred by Carrier in attempting to deliver the shipment regardless of whether or not its efforts are successful.</p> <p>Rates and miles computed in same manner as stop-off shipments.</p> <p>Charges: 1.60 Dollars per MILE Min. Charge: 125 Dollars</p>
831	<p style="text-align: center;">REDELIVERY</p> <p>If a shipment is tendered for delivery and delivery cannot be accomplished, through no fault of Carrier, no further efforts will be made to attempt delivery, except on request and at an additional charge for each tender.</p> <p>A charge of one hundred twenty five (USA) dollars per redelivery attempt plus applicable mileage diversion to afford security, custody or control at the applicable loaded mile rate will be assessed.</p> <p>Charges: 125.00 Dollars per LOAD</p>
864	<p style="text-align: center;">REQUESTED TRAILER DROP</p> <p>When, at the request of the Shipper or Consignee, a trailer is dropped for the convenience of loading and/or unloading, at Carrier's discretion the party making the request will be billed for round-trip deadhead miles to the nearest trailer pool, with a charge as indicated below, in addition to any detention incurred under Items 501, 502, and 504.</p> <p>Charges: 1.15 Dollars per MILE</p>
870	<p style="text-align: center;">RETURN OF CONTAINERS/SHIPPING DEVICES</p> <p>The charge applicable for the return transportation of containers, shipping devices or products to be used in restraining, securing, or packing will be the truckload charges paid for the outbound transportation of commodities on which dunnage devices were used unless rates are specifically named.</p> <p>If the rate is lower than the minimum charge listed below, the minimum charge shall apply. This rule will not apply on shipments originating in the states of Arizona, California, Colorado, Connecticut, Delaware, Florida, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New Mexico, New York, Pennsylvania, Texas, Vermont, Virginia and West Virginia.</p> <p>Charges: 1.20 Dollars per MILE Min. Charge: 500.00 Dollars</p>

887	<p style="text-align: center;">SORTING OR SEGREGATING</p> <p>Carrier's rates and loading/unloading charges do not include sorting or segregation of the freight by size, mark, brand or other distinguishing characteristics if the freight is not loaded in such a segregated manner.</p> <p>The charge shall be assessed against the party requesting the sorting and segregating of the freight irrespective of who pays for the linehaul movement. The charges will be based on actual costs incurred subject to a minimum charge and will be in addition to all other applicable charges. Detention would apply after one (1) hour free time.</p> <p style="text-align: center;">Min Charge: 100.00 Dollars</p>
890	<p style="text-align: center;">SPECIAL SERVICES</p> <p>All accessorial services, materials, and labor requested by Shipper or Consignee and furnished by Carrier for which no charges are specifically provided in Carrier's tariffs or schedules will be billed to the party requesting the service at the cost incurred by Carrier. The party billed will pay Carrier upon presentation by Carrier of an invoice from an independent supplier covering the services, materials, or labor used on the involved shipment.</p>
895	<p style="text-align: center;">DEDICATED SERVICES</p> <p>Service which is custom fashioned to meet distinct and defined needs of a shipper and described as dedicated service under specific written agreement of the carrier and the shipper.</p>
900	<p style="text-align: center;">STOP OFFS</p> <p>Linehaul rates include one stop at point of origin for loading and one stop at final destination for unloading. Each time Carrier is required to stop enroute for purposes of loading and/or unloading the vehicle, an additional stop will be charged as indicated below. This includes stops within a commercial zone, between docks, on Shipper or Consignee premises, and between locations within the city or at a jobsite.</p> <p>Charges: 100.00 Dollars per STOP (1-1 stop-offs) 150.00 Dollars per STOP (2-2 stop-offs) 200.00 Dollars per STOP (3-3 stop-offs) 400.00 Dollars per STOP (4 + stop-offs)</p>
901	<p style="text-align: center;">EXCESS OR OFF-ROUTE MILES</p> <p>Carrier will charge mileages based on the shortest truck route practical from origin to destination as shown in the Mileage Guide. Actual miles traveled will be charged when the shortest route is not possible due to (a) shipper-directed routing, (b) enroute stop-offs, and (c) legal restrictions and highway limitations of vehicles used. The per mile linehaul rate to the final destination will be used to compute the excess mileage charge.</p>
905	<p style="text-align: center;">RELOAD RATE</p> <p>Reload rate applies only when the same trailer or spotted trailer is reloaded within two (2) hours on a movement to the predetermined agreed upon point(s). If the conditions are not met, the higher rate will apply.</p>
906	<p style="text-align: center;">RELOAD – ROUND TRIP</p> <p>Round trip reload rate applies only when the same trailer or spotted trailer is reloaded within two (2) hours on a return movement to the origin. If the conditions are not met, the higher rate will apply.</p>
920	<p style="text-align: center;">SUBSTITUTED SERVICE</p> <p>At the discretion of Carrier, Carrier may provide service by substituting intermodal or brokered service for all or a portion of the movement so long as the movement is made at the same rate and under the same rules which govern Carrier's service and Carrier utilizes subcontractors that will assume the same responsibilities to Shipper in respect to cargo loss or damage and for billing the shipment as provided for in this Tariff. Any intermodal shipments shall be transported under the rail carrier's applicable rail circular terms and conditions.</p>
975	<p style="text-align: center;">TRUCKLOAD SALES – DEADHEAD</p> <p>When, at the request of Shipper, Carrier drops trailer for purpose of a truckload sale, Shipper will pay deadhead miles to location of nearest trailer pool and deadhead miles to pick up a trailer originally dropped for truckload sale. All miles will be billed at established rate for that move or at a minimum rate per mile indicated below. Detention will be charged for length of time trailer is dropped.</p>

	Charges: 1.35 Dollars per MILE Min. Charge: 150.00 Dollars
985	<p style="text-align: center;">VEHICLE FURNISHED BUT NOT USED</p> <p>When Carrier dispatches a vehicle to a point designated by the party ordering the equipment, and the instructions to Carrier are later changed and equipment is not used due to no fault of the Carrier, a charge will be assessed for the empty miles traveled by the vehicle ordered but not used.</p> <p>The charge will be based on the miles from the point of dispatch to the nearest point of loading.</p> <p>Charges: 1.75 Dollars per MILE Min. Charge: 250.00 Dollars</p>
988	<p style="text-align: center;">WAREHOUSEMAN'S LIABILITY – REFUSED OR UNCLAIMED SHIPMENTS</p> <p>(a) The Carrier's liability shall be that of a warehouseman after notice to and tender of delivery to the proper party.</p> <p>(b) Goods properly tendered and rejected may be stored in a public or licensed warehouse at point of delivery or closest available point at the owner's cost and Carrier shall have a lien on such goods for freight and other lawful charges including storage costs.</p> <p>(c) If perishables are involved, Carrier may sell the same at a private or public sale to prevent deterioration; Proceeds will apply to lawful charges and expenses of Carrier with any balance to the owner of the goods.</p> <p>(d) If nonperishables are involved, Carrier may, within 15 days after notice of arrival has been duly sent or given, sell the same at public auction to the highest bidder, at such place as may be designated by the Carrier. Proceeds will apply to lawful charges and expenses of Carrier with any balance to the owner of the goods.</p> <p>(e) If Shipper requests the return of refused or unclaimed goods, Carrier will return the goods upon notification from the Shipper at the applicable rate and at Shipper's expense.</p> <p>(f) Once goods are deposited with a third-party warehouseman, Carrier shall have no liability for the goods</p>
991	<p style="text-align: center;">WEIGHT-BASED CHARGE – EXCESS WEIGHT</p> <p>Shipper shall not tender lading, including dunnage, which will exceed overall weight and/or axle weight limits. If Carrier is assessed any overweight fine based on Shipper's misdescription of the weight of the lading, including dunnage, Shipper will be assessed a charge equal to the amount of the fine plus a \$100 dollar administrative charge.</p> <p>Charges: 100.00 Dollars per LOAD</p>
992	<p style="text-align: center;">SCALING EMPTY AND LOADED</p> <p>Each time Carrier is required to scale a trailer either empty or loaded at any location other than the plant site, there will be an additional charge as indicated below, plus applicable per mile line haul rate.</p> <p>Charges: 40.00 Dollars per OCCUR</p>
995	<p style="text-align: center;">WEIGHTS – GROSS WEIGHTS AND DUNNAGE</p> <p>Transportation charges, if based on weight, will be computed on the actual weight of the entire shipment at time of shipment, including packing, bracing or other materials provided by Shipper with the shipment.</p>
1000	<p style="text-align: center;">EXPLANATION OF REFERENCE MARKS</p> <p>(I) – Denotes Increases (R) – Denotes reductions (C) – Denotes changes which result in neither increases nor reductions in charge (N) – Denotes no change in rate @ – Denotes addition INT – Denotes Intermodal Service (Door to Door) IDR – Denotes Intermodal Service (Door to Ramp) IRD – Denotes Intermodal Service (Ramp to Door) IRR – Denotes Intermodal Service (Ramp to Ramp) TRK – Denotes Truckload Service T / I – Denotes Truckload or Intermodal Service</p>

	<p>DED – Denotes DART Dedicated Service 48’ - Applicable only on shipments moving trailers 48 feet long 48/53’ - Applicable only on shipments moving trailers 48 feet long or 53 feet long 53’ - Applicable only on shipments moving trailers 53 feet long 53/57’ - Applicable only on shipments moving trailers 53 feet long or 57 feet long 57’ - Applicable only on shipments moving trailers 57 feet long DT – Denotes Service for DART Trailers DC – Denotes Service for DART Containers RT – Denotes service for Rail Trailers RC – Denotes Service for Rail Containers CT – Denotes Service for Customer Trailers ANY – Denotes any equipment length or equipment type ** - Denotes provision(s) eliminated, other provision(s) *s/o – Denotes rate(s) where stop-off charge is included r/trip – Denotes a round trip reload movement. See Item 906. Reload – Denotes a reload movement See Item 905.</p>
<p>1020</p>	<p style="text-align: center;">EXPLANATION OF ABBREVIATIONS</p> <p>ATA - means: American Trucking Associations, Inc. ATF – means: Advantage Tariff Publishers C.O.D. – means: Collect on delivery DART – means: Dart Transit Company D.O.T. – means: The U.S. Department of Transportation DRIM – means: Dart Intermodal, Inc. EQ LENGTH – means: Equipment Length EQ TYPE – means: Equipment Type FLTN – means: Fleetline, Inc. MAX/WT – means: Maximum weight in pounds per vehicle loaded MIN – means: Minimum MIN/WT – means: Minimum weight in pounds per vehicle loaded MTRB – means: Minnesota Transportation Regulatory Board N/A – means: Not Applicable N/L – means: Not Legal Occur – means: Occurrence R/T – means: Apply rates in Rate Table RPM – means: Rate Per Mile STB – means: Surface Transportation Board, U.S. Department of Transportation SVC – means: Service SCAC – means: Standard Carrier Alpha Code TRANS TIME – means: Transit Time (in days) Viz. – means: Videlicet, namely</p>